

Terms and Conditions of the Use of the MyAirBridge.com Application

The service use terms and conditions described below apply always, when the MyAirBridge.com application is used (hereinafter, only the MAB). By using the MAB, you agree with these terms and conditions, the NTD policy, and the personal data protection rules.

The terms and conditions of the use of the MAB application, the NTD policy, and the personal data protection rules (hereinafter, only the Terms and Conditions) represent a binding contract between you (the user), the MAB application operated on the MyAirBridge.com website, and MyAirBridge Ltd. (MyAirBridge), the owner and proprietor of the application and the MyAirBridge.com domain, with the registered office at the address MyAirBridge Ltd., 9 Chapel Place, 2nd Floor, EC2A 3DQ, London, United Kingdom.

By using the MAB, you agree with the Terms and Conditions, including the NTD policy and the personal data protection rules, which form an integral part of the Terms and Conditions.

The application use Terms and Conditions may be changed. All versions will be dated and their updates published on the info.myairbridge.com website. If you disagree with the Terms and Conditions, including the NTD policy and the personal data protection rules, you should not enter the MAB application and use it. By using the MAB, you agree with the changes performed in the Terms and Conditions, including the NTD policy and the personal data protection rules.

Application

MyAirBridge provides you with an application for sending up to 20 GB of data (files) via the internet free of charge via the MAB website. The application also offers an expansion of the services for a fee, see the MyAirBridge.com Profile (MAB Profile).

The MAB transfers all file types and the files are considered to be confidential. The MAB does not check the files and does not offer searching among the files, while every user, who shall have a link to the files stored on the MAB server, may download the stored data. The MAB application may automatically create previews from all files, which were stored on the data server, and display the title, type, and preview of the file to the data recipient/sender.

We store the files for 3 days, while if you are not registered with the MAB (e-mail verification), we preserve the files exceeding 2 GB for 2 days. If you utilise the MAB Profile service, we keep the files for 10, 20 or 30 days according to the purchased profile (plan) – for more see the MAB Profile. If the files expire (the storage period lapses), they are automatically, permanently, and irreversibly removed. The files can be sent via the MAB using the so-called sharing link or using an e-mail notice, which we send to both the sender and the recipient after a successful upload of the data to the MAB.

The application sends the sender a confirming e-mail, which contains the e-mail of the recipient, the accompanying text (if the sender enters it), the abbreviated and alternative link for data download, the number of files, their total size, the date of file expiry, and the link for deleting the data.

The application sends the recipient a notice of a new consignment, which contains the accompanying text (if the sender enters it), the sender's e-mail, the abbreviated and alternative link for data download, the number of files, their total size, and the file expiry date.

If at least one of the recipients downloads the data from the sender, we shall send an information e-mail about the file download, which contains the e-mail of the recipient, who downloaded the data, the link to the files, the number of the files, and their total size.

File Transfer

The MAB administers the needed technical equipment for the file transfer. The user is fully and exclusively responsible for the files transferred via the MAB. When using the MAB application, you agree that MyAirBridge bears no responsibility for the application's failure, the file transfer or deletion, the damage or loss of the data, information or contents.

When using the MAB application, you guarantee that you have all the required authorisations to distribute, transfer, store, and disclose online and for downloading the file used, namely also from the standpoint of copyright and intellectual property rights.

Application Background

All graphical components, advertisements, logotypes, and everything located on the background behind the application (the sending box) are the intellectual property of the rights holders. Therefore, you cannot copy and further distribute these elements without the rights holder's consent. The MAB does not bear any responsibility towards the users or third parties for the contents of the advertisement, background, product or service offered via the application background, furthermore for the links, to which the application background may refer, or the damage arisen due to the repeated use of the background, its modification, including, inter alia, the trademarks or copyright of the protected works.

The MAB has the right to delete any background without previous notice, block access to the profile, the background or into the service to anybody, if it ascertains according to its own consideration or based on a notice, that the background is used in conflict with these Terms and Conditions, including all valid regulations or ordinances.

Prohibition

It is prohibited to use the MAB application, if by its use you infringe any laws, personal data protection rights, intellectual property rights, possibly if you assist the infringement of any laws. It is expressly forbidden to send, share or store to the MAB files containing child pornography, files supporting violence, hatred, racism, etc., files, which you have no authorisation to transfer and copy, files infringing any rights and laws. It is also prohibited to attack the infrastructure and

servers of the MAB and the network, which it utilises for data transfer, to transfer and spread viruses, malware, spam, unsolicited e-mail, phishing e-mails, etc., pretend a relationship with an entity or person and act as someone else. It is also forbidden to send files, which have derogatory, obscene, defamatory, profane contents, contents belittling or promoting gambling, sale and use of alcohol, tobacco products or illegal drugs. If we ascertain based on our own investigation or a documented and valid complaint that you break any law, we have the right to remove all files, which infringe the law, disclose the files during court proceedings, based on court ordinances, during negotiations with the authorities active in the criminal proceedings, for the purposes of securing national safety and public safety protection, including the cases of enforcing our application use Terms and Conditions, without previous notice.

Responsibility

The MAB is an application without warranties. We do not guarantee the fitness of its use for a specific purpose, we do not guarantee that the service shall be available without an interruption and permanently, that it shall not contain errors, and that it shall be secured. The user uses the application on his own risk and responsibility. MyAirBridge is not liable for the damage caused by the use of the MAB application. The user takes over the responsibility for any problems and liabilities resulting from the data transfer via the MAB application or the storing of the data on the MAB servers. If laws or the application use terms and conditions are breached or the application is used in any way or if any third party claims that the files transferred via the MAB application infringe its rights, the user bears full responsibility and undertakes to protect and indemnify MyAirBridge including its employees in case of arisen claims, damage, losses, and costs.

In any case, MyAirBridge bears no responsibility towards the application users or third parties for possible damage arisen by the use of the MAB application based on any warranty, contract, civil wrong, including negligent wrong, or another legal interpretation, namely even if MyAirBridge was informed about the arising of such damage and any problem limiting the basic purpose was found.

Within the scope permitted by the binding legal regulations, MyAirBridge bears no responsibility for the damage arisen due to a breach of the service provision contract, illegal activity or for any other reason, namely even in case of accidental, special, and consequential damage, arising in connection with the use of the MAB service, possibly the impossibility of its use.

If MyAirBridge is liable pursuant to the binding legal regulations, the aggregate liability for any claims resulting from the use of the MAB application shall not exceed 50 EUR per individual case.

Resolution of Disputes

All possible disputes on any topic and in the matters concerning MyAirBridge and the use of the MAB application shall be solved by the courts in Prague in the Czech Republic. All rights and obligations resulting from these Terms and Conditions are interpreted, governed, and enforced in accordance with the laws of the Czech Republic. No objection is admitted against the jurisdiction and competence of the courts in the Czech Republic.

News

MAB application users can subscribe to MyAirBridge email updates, which provide information on news, functions, and more. These updates are sent out no more than once a month, and users can unsubscribe at any time. The unsubscribe link is found at the bottom of every email update. The user is permanently removed from the database upon unsubscribing.

General Provisions

The application use Terms and Conditions have preferential validity and replace all previous arrangements, oral or written offers and agreements. In case some part of the Terms and Conditions loses validity, the user remains to be bound by the remaining provisions of the application use conditions. We will answer possible questions at: info@myairbridge.com (communication takes place in English).

MyAirBridge.com Profile (Expansion Terms and Conditions of the Use of the MyAirBridge.com Application)

Profile

The expansion terms and conditions of the use of the MAB application serve for complementing the agreements between the MAB and the MAB application user, who purchases one of the profiles (or plans).

For creating a profile with the MAB, registration is necessary, that is e-mail verification. We shall send a password for the application to the entered e-mail, which the user may subsequently change. After registering with the MAB, the user will start to have the incoming and outgoing consignments shown.

For utilising the expanded services of the MAB application, it is necessary to pay one of the profiles (or plans). We offer a possibility of an annual or a monthly payment.

After purchasing the profile, the user may send consignments up to the size of 100 GB per consignment, namely according to the plan he purchases. The MAB has the right to reject any excessive transfers. The MAB profile extends the file expiry according to the purchased plan, possibly the files can be saved on the MAB server for a longer period, namely up to the capacity according to the purchased plan. The profile also provides the option to save data directly to one's storage area (the storage area size depends on the user's plan) and the ability to further edit, copy, move, or share the data with other users. You can also insert your own background and logotype into the profile, thus adapting the e-mail template. The MAB application remembers the e-mail addresses for simplifying repeated use (for more information, see the Personal Data Protection document). The e-mail addresses can also be separately administered and complemented.

Payment

For the settlement of expanded services in the form of plans or profiles, we use the PayPal service. We support payment using a credit card or via the PayPal account. So that the service can be used without an interruption, PayPal or the MAB application (possibly PayPal and the MAB) shall inform the user about the necessity of a payment before the next accounting period.

When entering the personal data in the PayPal service, make sure your personal data is precise, complete, and current. You are responsible for the precision of your data, the information about your profile, the e-mail address, and all payment data entered in the PayPal service. If the payment fails, the credit card validity expires or your payment data is invalid, your profile (plan) may be terminated and the stored data subsequently deleted.

With the expanded services of the MAB application, you agree with these terms and conditions.

The MAB application can be expanded with the "Basic", "Pro", and "Enterprise" plans (see: <https://info.myairbridge.com/en/plans>) with the possibility of monthly or annual payment. You acknowledge that the fees may change for various reasons.

The annual subscription is paid for an annual cycle in advance and can be settled using a credit card. The subscription can be cancelled by not paying for the next period, the current subscription will work for one year (annual invoicing cycle) from the day of profile payment performance, namely without a title to a compensation of the fee already paid (or its part). After the termination of the validity of the expanded services of the MAB application, all files of the user will be automatically and permanently deleted. The profile, that is the registration into the MAB application, remains with the users. Before the completion of the accounting period, we send the users a notice 14 days, 9 days, and 4 days in advance concerning the necessity of extending the subscription by a new payment. We warn about the automatic data deletion on the 1st and 6th day after the plan's expiry.

The monthly subscription is automatically debited from the PayPal account repeatedly and regularly every month, possibly in advance according to the PayPal service terms and conditions. The subscription can be cancelled in the PayPal account. The user is obliged to maintain the balance in the account sufficient for the PayPal service debiting the fee for the profile (plan). If it is impossible to debit the fee for any reason, the plan of the user shall be terminated. After the termination of the expanded services of the MAB application, all the user's files will be automatically and permanently deleted. The profile, that is the registration into the MAB application, remains with the users. Before the automatic data deletion, we send a notice to the users 6 days, 4 days, and 2 days in advance.

The individual plans can be upgraded to higher plans, we automatically keep active the highest plan.

Notice and Take Down Policy

If MyAirBridge ascertains or is informed that illegal files and contents are located on the servers of its application, it shall proceed pursuant to the Notice and Take Down policy (hereinafter, only the NTD). By using the MAB application, you agree that the NTD policy applies to you.

The notifying party is obliged to ensure the correctness and completeness of its notice. For MyAirBridge, it should be verifiable that the notice comes from a supervisory authority, from an investigation of the authorities active in the criminal proceedings or from the authority of the attorney general, as far as a formal legal ordinance is concerned. A notice of a different nature than the aforementioned must contain at least the following: the contact data of the notifying party, i.e. the name, position, organisation, address, e-mail address, all information MyAirBridge needs for evaluating the legitimacy of the disputable contents, including the URL, furthermore the reason MyAirBridge should be best agent for solving the problem, why is the notified action in conflict with the terms and conditions of use of the MyAirBridge application, the NTD policy or the personal data protection rules, and furthermore what is the notifying party's motivation concerning the lawlessness of the contents.

Indemnity

The notifying party shall indemnify MyAirBridge for all claims of the user providing the disputable contents, which will relate to how MyAirBridge processed the notice and furthermore for all claims of that user related to the contents, which the user sent via the MAB service.

Process

MyAirBridge distinguishes individual notices as: notices from a supervisory authority, authorities active in the criminal proceedings or the authority of the attorney general, as far as a formal legal ordinance is concerned, notices of unambiguously unlawful and punitively objectionable contents from another than the aforementioned sources, and other notices. Should MyAirBridge ascertain that the contents are unambiguously unlawful, they shall be removed. If the contents do not break the law unambiguously, they shall not be removed and MyAirBridge shall inform the notifying party about it. If MyAirBridge cannot assess, whether the file in question is unambiguously unlawful, it shall inform the contents provider about it with the following request: remove the contents, contact the notifying party for the purpose of resolving the issue directly – in this case, should the parties be unable to achieve agreement, the notifying party may submit a notice to the police in case of a criminal offence suspicion. If the contents are unlawful pursuant to the civil law, the notifying party may commence proceedings with the contents provider before a Czech court. In case the contents provider does not want to identify the disputable contents to the notifying party sufficiently, MyAirBridge has the right to remove the disputable contents or provide the notifying party with the available information about the contents provider. The NTD policy shall be applied as soon as possible, within 14 days at the latest.

Queries

We will answer possible questions at: info@myairbridge.com (communication takes place in English).

Personal Data Protection

For the use of the MyAirBridge.com application, it is necessary to process some of your personal data. This data is used especially for sending files, improving the MAB service, and securing the safety of the MAB application. However, we shall not hand over your personal data to third parties in any case. By using the MAB application and the expanded version MAB Profile you agree that the personal data protection terms and conditions stated below, which simultaneously form a part of the terms and conditions of use of the MyAirBridge.com application, apply to you.

About Us

MyAirBridge Ltd. (MyAirBridge) has the registered office at the following address: 9 Chapel Place, 2nd Floor, EC2A 3DQ, London, United Kingdom, company identification number: 08730521

Personal Data Protection

The objective of the MyAirBridge service is to request as little personal data as possible. For the use of the MAB application without registration or expansion functions it is necessary to enter the e-mail of the recipient and the sender, insert the file(s), possibly a personal message, which shall be displayed in the e-mail notice to the recipient. If you send data via a shared link alone, it is just necessary to insert the file(s).

In order to simplify the future use of the application for you, MAB installs cookie files, using which it records the e-mail address of the recipients and senders. For a period of 12 months, we store the version of the browser, the language settings, the country settings, the file names and types, the IP addresses and e-mails of the sender and the recipient(s). After the lapse of 12 months, this data is anonymous. The actual file is deleted after 3 days from registration without using the profile, while using the service without registration with a size exceeding 2 GB, it is deleted already after 2 days. MyAirBridge does not support searching in the files and does not monitor the files in any way. However, it may generate file previews automatically, which it shows to the data sender and recipient.

Data Protection – Expansion for MAB Profile

If you use one of the MAB profiles, MyAirBridge must also process further personal data, so that it is easier to create your profiles, generate the documents for the received payment, i.e. the data, which you enter via the PayPal service, data transfer and sharing. MyAirBridge may furthermore use the personal data to the necessary extent during an investigation of any illegal activity, application of the NTD policy or if necessary for the purposes of protection against legal actions due to your use of the MAB profile. MyAirBridge processes the full name of the user, the e-mail addresses, city, country, password, files and their types, personal messages in the consignments. MyAirBridge does not store other than the aforementioned personal data and does not store or publish personal data and data about the file contents. For facilitating the work with the MAB profile, such as the language settings or login, we install sessions and settings into cookies, including Google Analytics, NetMonitor, and CloudFlare cookies, which store impersonal data based on the user's computer IP address and browser, all for a better use of the MAB application and statistical purposes.

Guarantee

MyAirBridge shall not sell or otherwise hand over your personal data to third parties. It shall utilise the personal data solely for the purposes of operating the application (service), the website or for reason of the NTD policy, cooperation with the authorities active in the criminal proceedings, and in case of service abuse. The data made anonymous shall be utilised solely for statistical purposes.

Global Data Safety

Individual files, thus also the personal data, may be transferred via servers in the United States or other countries outside the EU, where the same rules for personal data protection and EU regulations on data privacy preservation do not have to apply, thus not necessarily providing the same level of protection. By using the MAB application, you agree that MyAirBridge shall transfer the data and personal data via servers, which may be outside the EU.

Use of the Application by Users below 18 Years

The MAB application may be used by a user older than 16 years or younger with the consent of the parents or legal representatives.

Personal Data Protection Rules Updates

The personal data protection rules may be amended. All versions shall be dated and their updates published on the info.myairbridge.com website. If you disagree with the personal data protection rules, you should not enter the MAB application and use it. By using the MAB, you agree with the changes made in the personal data protection rules.

Queries

We will answer possible questions at: info@myairbridge.com (communication takes place in English).